

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

)	Case No.: 1:20-cv-1176-TWP-DLP
FAIR HOUSING CENTER OF CENTRAL)	
INDIANA, INC; and DONATA BANKS,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
)	
VICKI NEW; KIRKPATRICK)	
MANAGEMENT COMPANY, INC.; and)	
TWIN CREEKS HOMEOWNERS)	
ASSOCIATION, INC.,)	
Defendants.)	

CONSENT DECREE

This action was brought by Fair Housing of Central Indiana, Inc., and Donata Banks, against defendants Vicki New, Kirkpatrick Management Company, Inc. (“Kirkpatrick”), and Twin Creeks Homeowners Association, Inc. (“Twin Creeks”). Plaintiffs allege that Kirkpatrick, as property manager, and Twin Creeks, as an association failed to take prompt and appropriate action to end the racially hostile environment created by, and the discriminatory harassment engaged in by, Vicki New during her residency in the Brookstone and Fieldstone (“Twin Creeks”) communities in Indianapolis, Indiana.

Defendant Vicki New did not file a timely response to the complaint, and the Clerk of the Court entered default against her on November 4, 2020. (ECF 40.) The Court entered default judgment against Vicki New on April 5, 2021, with the appropriate amount of damages to be determined at a later date. (ECF 82.) Vicki New is not a party to this stipulated consent decree. Vicki New has never been an agent or representative of Kirkpatrick or Twin Creeks at any time.

Plaintiffs, Defendant Kirkpatrick Management Company, Inc., and Defendant Twin

Creeks Homeowners Association, Inc. (the “Settling Defendants”) have agreed that in order to avoid protracted and costly litigation, the controversy between them should be resolved without a trial and therefore have consented to entry of this decree. However, by entering into this consent decree, the Settling Defendants make no admission of liability or wrongdoing in connection with the allegations and claims made by plaintiffs.

It is hereby ordered, adjudged, and decreed that:

1. Monetary Payments

Defendants Kirkpatrick Management Company, Inc., and Twin Creeks Homeowners Association, Inc. shall make a monetary payment to Ms. Banks and the Fair Housing Center upon terms negotiated in a Settlement Agreement between Plaintiffs and the Settling Defendants no later than April 1, 2022. All payments shall be in the form of a check or checks made payable to the Brancart & Brancart Attorney-Client Trust Account and delivered to Liza Cristol-Deman, Brancart & Brancart 8205 Pescadero Creek Rd., Loma Mar, California, 94021. This payment shall be inclusive of any claim for damages, attorney’s fees or costs claimed by plaintiffs against the settling defendants.

2. Mutual Release

Plaintiffs and the Settling Defendants shall execute a mutual release detailed in a Settlement Agreement indicating that this decree constitutes a full and final settlement of any and all claims that each have against each other related to this action. The Settling Defendants may be dismissed with prejudice, subject to the terms of this decree.

3. Further Agreements of the Parties

Defendants Kirkpatrick Management Company, Inc. (“Kirkpatrick”), and Twin Creeks Homeowners Association, Inc. (Twin Creeks HOA”) agree that they shall comply and/or continue to comply with the following terms:

3.1 Defendants Kirkpatrick and Twin Creeks HOA agree to comply with the Fair

Housing Act and Indiana's Fair Housing laws.

3.2 Defendants Kirkpatrick and Twin Creeks HOA shall prominently display the Equal Housing logo and Fair Housing information, including a link to HUD's website, on both of their websites. The Twin Creeks HOA webpage shall also state prominently that they support fair housing laws and do not accept discrimination or neighbor harassment of any kind. Defendant Twin Creeks HOA shall also post on the HOA website a statement of "Twin Creeks Welcomes You" or "Twin Creeks Welcomes All."

3.3 Defendant Kirkpatrick shall provide and offer to display a fair housing poster (in English and Spanish) in a common area of each HOA it is contracted with where such HOA has an indoor common area for gathering. If no such area exists, this section shall be satisfied by Kirkpatrick's compliance with Section 3.2 above. Upon request, Defendant Kirkpatrick shall provide the poster in alternative formats as needed by persons with disabilities who are blind or have visual impairments.

3.4 Each member of the Twin Creeks HOA Board shall attend a fair housing training session offered by the Fair Housing Center of Central Indiana or an entity approved by FHCCI within three months of the entry of this Decree. Any individuals who join the Board during the three-year duration of this decree shall also be obligated to attend a fair housing training session offered by FHCCI or an approved provider within three months of joining the Board. Each training session shall be at least two hours in length, and participants may attend remotely or in person. For subsequent trainings following their initial training session, Board members may take the free training sessions offered periodically by FHCCI. All Board members also must sign up to receive FHCCI's e-newsletters for the duration of the decree;

3.5 Defendant Kirkpatrick's management and staff members who have contact with any Indiana HOA, housing provider, or resident must attend a fair housing training session offered by the Fair Housing Center of Central Indiana or an entity approved by FHCCI within three months of entry of this decree, and every year thereafter, by no later than December 31 of that year. Each training session shall be at least two hours in length, and participants may attend remotely or in person. If the trainings are not provided by FHCCI, Kirkpatrick shall send proof of completion to FHCCI demonstrating that each employee has attended at the appropriate intervals;

3.6 Defendants Kirkpatrick and Twin Creeks HOA shall develop and implement their own policies for handling complaints about residents or guests, including renters, who harass or discriminate against other residents or guests, including renters, based on a protected class. The policies must identify steps to respond to complaints, identify persons by title and contact information to whom reports of discrimination or harassment may be made, and procedures applicable to resolving any such complaints;

3.7 Defendant Kirkpatrick shall create and maintain all records of alleged harassment or discrimination against residents based on a protected class status, including but not limited to voice mails, emails, text messages, violation logs, and other correspondence, for a period of not less than three years. Defendant Twin Creeks HOA shall create and maintain all such records for a period of not less than two years; and

3.8 Because this Consent Decree is not an admission on behalf of the Settling Defendants, all parties agree to include a statement that the Settling Defendants deny liability in all press releases and written communications regarding the settlement.

4. Notice and Opportunity to Cure

Upon receipt of any complaint alleging that one or both of the Settling Defendants has violated any term of this decree, plaintiffs' counsel of record, or their successors, shall provide the defendant's counsel of record, or their successors, with notice of the complaint and thirty days to cure any alleged violation before seeking enforcement from the Court.

5. Enforcement

Once the claims against Defendant Vicki New are resolved, this case will be closed; however, the Court shall retain jurisdiction over this action. Either party may move to reopen within the duration of this decree for the purpose of enforcing and modifying its terms as needed. This decree shall be in effect for a period of three years from its date of entry.

Date: 3/8/2022

Distribution to:
Vicki New P.O. Box 821
Zionsville, IN 46077



Hon. Tanya Walton Pratt, Chief Judge
United States District Court
Southern District of Indiana

Approved as to content and form:

/s/ Liza Cristol-Deman

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HOA

*Consent expressly provided in writing on March 4, 2022